

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. **08-13555**

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the  
transfer, other than for security, of the claim referenced in this evidence and notice.

**ATTESTOR VALUE MASTER FUND LP**

Name of Transferee

**BARCLAYS BANK PLC**

Name of Transferor

Name and Address where notices to transferee  
should be sent:

**Anke Heydenreich / Isobelle White**  
**c/o Attestor Capital LLP**  
**67-68 Grosvenor Street**  
**London**  
**W1K 3JN**  
**United Kingdom**  
**Phone: +44 20 7355 6233/6231**  
**Email: [anke.heydenreich@attestorcapital.com](mailto:anke.heydenreich@attestorcapital.com)**  
**[Isobelle.White@attestorcapital.com](mailto:Isobelle.White@attestorcapital.com)**

Court Claim # (if known): **18070**

Amount of Claim Filed:

USD 2,373,812.00

Date Claim Filed: September 18, 2009

Name and Address where transferee payments  
should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the  
best of my knowledge and belief.

By: 

Transferee/Transferee's Agent

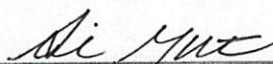
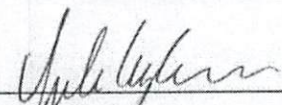
Date: June 23, 2012

EVIDENCE OF TRANSFER OF CLAIM


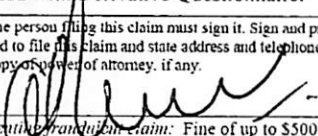
For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Barclays Bank PLC** ("**Seller**") does hereby unconditionally and irrevocably sell, transfer and assign unto **Attestor Value Master Fund LP** ("**Buyer**") all rights, title and interest in and to the claims of Seller assigned claim number 18070 in the principal amount of \$2,373,812.00 plus all interest, fees and other amounts related thereto (the "**Claim**") against Lehman Brothers Commercial Corporation (the "**Debtor**") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York ( the "**Bankruptcy Court**") (or any other court with jurisdiction over the bankruptcy proceedings) as In re Lehman Brothers Commercial Corporation, Case No. 08-13901 (JMP).

Seller hereby waives any objection to the transfer of the Claim assigned herein (the "**Transferred Claim**") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Transfer of Claim by its duly authorized representative dated the 19th day of June, 2012.

<b>SELLER:</b>  <b>BARCLAYS BANK PLC</b>   Name: _____ Authorized Signatory Title: _____ Aileen Montana Vice President	<b>BUYER:</b>  <b>ATTESTOR CAPITAL LLP FOR AND ON BEHALF OF ATTESTOR VALUE MASTER FUND LP</b>   Name: _____ ANNE HEYDENREICH Title: MANAGING MEMBER
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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000018070 	
Name of Debtor Against Which Claim is Held Lehman Brothers Commercial Corp.		Case No. of Debtor 08-13901 (JMP)	
<p><b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)</p>			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Absa Bank Limited 15 Alice Lane Sandown Sandton 2196 Republic of South Africa Attn: Paul Clifton		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p><b>Court Claim Number:</b> _____                  (If known)</p> <p><b>Filed on:</b> _____</p>	
Telephone number: +27 (0) 11 895 6648 Email Address: Paul.Clifton@absacapital.com		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>	
Name and address where payment should be sent (if different from above)		THIS SPACE IS FOR COURT USE ONLY	
Telephone number: _____ Email Address: _____		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).	
1. Amount of Claim as of Date Case Filed: \$ <u>At least \$2,404,334.00 (see attachment).</u> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <p><b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b></p> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		Amount entitled to priority:  \$ _____	
2. Basis for Claim: <u>See attachment.</u> (See instruction #2 on reverse side.)		6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: Documents to be uploaded with Derivative Questionnaire.	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>See attachment.</u> Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>See attachment.</u> Amount Unsecured: \$ <u>See attachment.</u>		FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>FILED / RECEIVED</b>  <b>SEP 18 2009</b>  <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
Date: <u>Sept 17, 2009</u>		Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Charles Russon, Managing Principal	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Items to be completed in Proof of Claim form****Name of Debtor, and Case Number:**

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13553	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13855	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13858	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

If your claim is against multiple Debtors, complete a separate form for each Debtor.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9):**

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

**7. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**8. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:  
Lehman Brothers Holdings Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Derivative Contract**

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

**Guarantee**

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

**Lehman Programs Securities**

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

In re Lehman Brothers Commercial Corp., Case No. 08-13901 (JMP)

**ATTACHMENT TO PROOF OF CLAIM FORM  
OF ABSA BANK LIMITED**

This proof of claim is submitted by Absa Bank Limited ("Absa"), which is a corporation organized under the laws of the Republic of South Africa, and which maintains an office in Sandton, South Africa and London, UK (the "Claim"). This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, Absa hereby asserts a claim against Lehman Brothers Commercial Corp. ("LBCC") in an amount of not less than \$2,404,334.00 arising pursuant to the terms and conditions of an ISDA master agreement.

**I. Background**

On September 15, 2008, Lehman Brothers Holdings Inc. ("LBHI") filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Thereafter, 18 additional affiliates of LBHI (collectively, the "Debtors") also filed petitions for relief under chapter 11 of the Bankruptcy Code, including LBCC, which filed its petition on October 5, 2008 (such date, the "Petition Date") [D.I. 1 in Case No. 08-13901 (JMP)]. LBCC's chapter 11 proceeding is being jointly administered together with the other Debtors under case number 08-13555 (JMP) [D.I. 5 in Case No. 08-13901 (JMP)].

On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)]. Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims

In re Lehman Brothers Commercial Corp., Case No. 08-13901 (JMP)

against LBCC, with certain specific exceptions as provided for in the Bar Date Order. In addition, the Bar Date Order provides that on or before October 22, 2009 at 5:00 p.m. (the "Questionnaire Deadline") holders of claims based on amounts owed pursuant to Derivative Contracts or Guarantees (each as defined in the Bar Date Order) must complete the electronic Derivative Questionnaire or Guarantee Questionnaire, as applicable, and electronically upload supporting documentation to a website maintained by Epiq Bankruptcy Solutions, LLC (the "Website") rather than attach such documents to the proof of claim.

Through this Claim, Absa asserts claims based on a Derivative Contract. In accordance with the Bar Date Order, Absa will complete the Derivative Questionnaire as well as electronically upload supporting documentation to the Website by the Questionnaire Deadline.

## II. The Claim

### A. Derivatives Contract

Absa hereby asserts a claim against LBCC arising pursuant to the terms and conditions of the 1992 ISDA Master Agreement dated as of July 6, 1999 and a related Credit Support Annex to the ISDA Master Agreement as of the same date (collectively, and together with all schedules and confirmations thereto, and as the same have been amended, supplemented and otherwise modified, the "ISDA Master"). Pursuant to the ISDA Master, Absa and LBCC entered into certain Transactions (as defined in the ISDA Master), including, without limitation, foreign exchange swaps. The ISDA Master is subject to one or more of the "safe harbor" provisions of the Bankruptcy Code. See, e.g., 11 U.S.C. §§ 362(b), 546, 553, 555, 556, 559, 560, 561, and 562.

As set forth in the Notice of Early Termination, dated September 15, 2008 (the "Notice of Early Termination"), as a result of the commencement of the LBHI bankruptcy

In re Lehman Brothers Commercial Corp., Case No. 08-13901 (JMP)

In addition, under Section 6(d)(ii) of the ISDA Master, and as further detailed in the Revised Valuation Statement, Absa is entitled to interest on the Termination Amount commencing on September 15, 2008 through the date of payment of the Termination Amount.<sup>1</sup> Furthermore, under Section 11 of the ISDA Master, Absa is entitled to indemnification of its costs and expenses, including, without limitation, legal fees and expenses and other costs of collection, by reason of the enforcement or protection of its rights under the ISDA Master. Absa makes a claim under the ISDA Master for all such amounts. Because such amounts continue to accrue, the precise amount of such interest and costs and expenses cannot be calculated at this time.

### III. Miscellaneous

Absa reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, claims arising from misdirected wires to, or postpetition contracts, activity, torts, etc. of LBCC), for which a bar date has not yet been set, secured claims, and/or general unsecured claims) and/or additional grounds for its claims against LBCC. Absa also reserves all rights accruing to it or its affiliates against LBCC or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of Absa or its affiliates. In addition, Absa reserves the right to supplement this Claim with relevant documents to the extent necessary. Furthermore, Absa reserves the right to withdraw this Claim for any reason whatsoever. In addition, Absa reserves all rights and remedies against affiliates of LBCC or any other third parties.

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<sup>1</sup> As of August 31, 2009, interest in the amount of \$30,522.17 had accrued on the Termination Amount, as further detailed on the interest schedule to be uploaded in connection with the Derivative Questionnaire.

In re Lehman Brothers Commercial Corp., Case No. 08-13901 (JMP)

This Claim shall not be deemed to be a waiver of Absa's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs, or recoupments to which Absa is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments Absa expressly reserves. To the extent that LBCC has made or makes any claims against Absa, Absa reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights.

Any notices sent in connection with the Claim should be addressed to Absa at the address below:

Absa Bank Limited  
15 Alice Lane  
Sandown  
Sandton  
2196  
Republic of South Africa  
Attn: Paul Clifton, Esq.

and

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Lindsee P. Granfield, Esq.



In re Lehman Brothers Commercial Corp., Case No. 08-13901 (JMP)

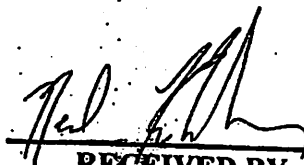
INDEX OF DOCUMENTS TO BE UPLOADED WITH DERIVATIVE QUESTIONNAIRE

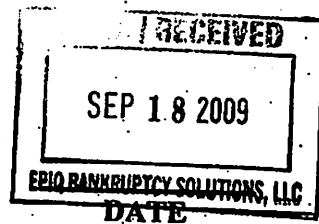
*Absa Bank Limited / LBCC Proof of Claim*

LBCC ISDA

Documentation of Transactions	<ul style="list-style-type: none"><li>- 1992 ISDA Master Agreement dated as of July 6, 1999 between Absa and LBCC</li><li>- Related Credit Support Annex dated as of the same date</li><li>- Guarantee Agreement</li><li>- Unanimous Written Consent dated June 9, 2005</li></ul>
Termination Notice and Delivery Confirmation	<ul style="list-style-type: none"><li>- Notice of Early Termination dated September 15, 2008</li><li>- LBCC acknowledgement of receipt dated September 15, 2008</li></ul>
Valuation Statement	<ul style="list-style-type: none"><li>- Valuation statement dated October 10, 2008</li><li>- Revised valuation statement dated September 4, 2009</li></ul>
Individual Trade Level Detail	<ul style="list-style-type: none"><li>- Excel spreadsheet detailing individual trade level detail</li></ul>
Trade Valuation Methodology	<ul style="list-style-type: none"><li>- <u>See</u> Revised valuation statement.</li></ul>
Other Costs	<ul style="list-style-type: none"><li>- Legal fees</li></ul>
Interest	<ul style="list-style-type: none"><li>- Excel spreadsheet detailing accrual of interest on a daily basis from 9/15/2008 until 8/31/2009</li></ul>

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